



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312 / 427 - 4900

March 16, 1982

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No.

Date

Fee \$

ICC Washington, D. C.

2-076A118
RECORDATION NO. 13067-B
MAR 17 1982 11 25 AM
INTERSTATE COMMERCE COMMISSION
FILED 1425

Re: The Atchison, Topeka and Santa Fe Railway Company,
Equipment Trust, Series R

Dear Secretary:

Enclosed herewith please find an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is Supplement No. 2, dated as of March 1, 1982, to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, dated as of February 1, 1981, as amended.

That Equipment Trust is the primary document to which this supplement is connected and is recorded under Recordation No. 13067.

The names and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, IL 60604

The Trustee, as Trustee and Lessor:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

The equipment covered by Equipment Trust Agreement, Series R, is described on Attachment A.

A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return

Handwritten signatures and initials on the left margin:
- Moore
- [Signature]
- [Signature]

[Equipment Trust, Series R]

SCHEDULE A

Quantity	Type	Estimated Cost	
		Per Unit	Total
7	3500 HP Diesel Electric Locomotives, Model GP-50; General Motors Corporation (Electro-Motive Division), Builder; Nos. 3833 to 3839, both inclusive ...	\$ 755,000	\$ 5,285,000
30	3000 HP Diesel Electric Locomotives, Model C30-7; General Electric Company, Builder; Nos. 8123 to 8152, both inclusive	970,000	29,100,000
100	60' Plain Box Cars, 100-ton capacity, with roller bearing trucks; Santa Fe Rail Equipment Company, Builder; Nos. 612100 to 612199, both inclusive	55,600	5,560,000
75	Caboose Cars with wide cupola; International Car Company, Builder; Nos. 999750 to 999824, both inclusive	77,850	5,838,750
25	26,000-gallon Tank Cars, with roller bearing trucks; Trinity Industries, Inc., Builder; Nos. 98725 to 98749, both inclusive	56,000	1,400,000
30	50 Cubic Yard, Air-dump Gondola Cars, 77-ton capacity; DIFCO, Inc., Builder; Nos. 186230 to 186259, both inclusive	66,200	1,986,000
21	3000 HP Diesel Electric Locomotives, Model SD-40-2; General Motors Corporation (Electro-Motive Division), Builder; Nos. 5172 to 5192, both inclusive	956,100	20,078,100
Total			<u>\$69,247,850</u>

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

R.K. Knowlton

Vice President-Law

The Atchison, Topeka & Santa Fe RY. Co.

80 East Jackson Boulevard

Chicago, Illinois 60604

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/17/82** at **11:25am**, and assigned re-recording number(s). **13067-B**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

MAR 17 1982 · 11 25 AM

INTERSTATE COMMERCE COMMISSION

**THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY
EQUIPMENT TRUST, SERIES R**

SUPPLEMENT No. 2, dated as of March 1, 1982, to the Equipment Trust Agreement, dated as of February 1, 1981, as amended (the "Agreement"), between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Company") and HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (the "Trustee"), whereby The Atchison, Topeka and Santa Fe Railway Company Equipment Trust, Series R, is created.

WHEREAS, the Company by Supplement No. 1, dated as of November 1, 1981, to the Agreement included as Trust Equipment hereunder twenty-one (21) 3,000 H.P. Diesel Electric Locomotives (Model SD-40-2) (the "Locomotives") for the purpose of financing the Costs thereof with the proceeds of a third installment of Series R Trust Certificates;

WHEREAS, the competitive bidding for that third installment scheduled to be held on January 26, 1982, was cancelled by the Company due to unfavorable market conditions;

WHEREAS, the Company wishes to reschedule competitive bidding on the third installment in order to finance the full eighty percent (80%) of the Cost of the Locomotives, but is unable now to effectively do so unless the principal maturity dates for the Third Installment Serial Trust Certificates and the principal maturity and annual sinking fund dates for the Third Installment Sinking Fund Trust Certificates are all dates later than the comparable dates as set forth in the Agreement and applicable to the First and Second Installments of outstanding Series R Trust Certificates;

WHEREAS, the Company wishes to amend the Agreement to change the aforesaid dates, and the Trustee is permitted to do so in accordance with Section 9.4 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree to, and do, amend the Agreement as follows:

1. The following form of Third Installment Serial Trust Certificate is added to the fourth Whereas clause of the Agreement, starting at page 4.

[Form of Third Installment Serial Trust Certificate]

No. RB. \$.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

EQUIPMENT TRUST CERTIFICATES, SERIES R

Total Authorized Issue: \$75,000,000

Third Installment:

.. % Third Installment Serial Certificate, due November 15, 19..

HARRIS TRUST AND SAVINGS BANK, *Trustee*

Dividends Payable May 15 and November 15

THE HARRIS TRUST AND SAVINGS BANK, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement, dated as of February 1, 1981, as amended, by and between the Trustee and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (hereinafter called the Company), hereby certifies that or registered assigns, is entitled to an interest in the principal amount of Dollars in THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY EQUIPMENT TRUST, SERIES R, payable on the due date stated above, upon presentation and surrender of this Certificate to the undersigned at its principal office in the City of Chicago, State of Illinois, and to payment of dividends on said principal amount, semiannually on May 15 and November 15 in each year, at the rate per annum specified in the heading hereof from the date hereof, until said due date, at said office of the undersigned, with interest at said dividend rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in such coin or currency of the United

States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only out of rentals or other monies received by the undersigned and applicable to such payment under the provisions of said Agreement.

This Certificate is one of an authorized issue of Trust Certificates having an aggregate principal amount of not less than \$26,250,000, and not more than \$75,000,000, issuable in one or more installments of Serial Certificates, Sinking Fund Certificates, Third Installment Serial Certificates or Third Installment Sinking Fund Certificates, all issued or to be issued under the Agreement. This Certificate is one of the Third Installment Serial Certificates.

The Agreement provides that certain railroad equipment leased to the Company (or, in lieu thereof, as provided in the Agreement, cash or certain obligations defined in said Agreement as "Government Securities") is to be held by the Trustee in trust for the benefit of the holders of the interests represented by the Certificates issued thereunder. The total principal amount of Trust Certificates issued under the terms of the Agreement will not be more than 80% of the cost of the railroad equipment held in trust by the undersigned and leased to the Company as provided by the Agreement. Reference is made to the Agreement (a copy of which is on file with the undersigned at its principal office in the City of Chicago, State of Illinois) for a full statement of the rights and obligations of the Company, the duties and immunities of the undersigned and the rights of the registered holder hereof thereunder.

The Trust Certificates are only issuable as fully registered Certificates in denominations of \$1,000 and any integral multiple of \$1,000. The several denominations of fully registered Third Installment Serial Certificates bearing the same due date are interchangeable for a like aggregate principal amount of Third Installment Serial Certificate or Third Installment Serial Certificates upon presentation thereof at said office of the undersigned, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

This Certificate is transferable by the registered holder hereof, in person or by duly authorized attorney, on the books of the undersigned upon surrender hereof to the undersigned at its said office accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder hereof in person or by such attorney, in form satisfactory to the undersigned, and thereupon a new fully registered Third Installment Serial Certificate or Third Installment Serial Certificates in authorized denominations for the same aggregate principal amount and having the same rate of dividend and due date as this Certificate will be issued to the transferee in exchange herefor. The undersigned and the Company shall be entitled to treat the registered holder hereof as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may be declared due and payable, as provided in the Agreement.

This Certificate shall not be deemed a promise to pay of the Trustee and shall not be valid unless manually signed by an Assistant Secretary of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by the facsimile signature of one of its Vice Presidents and its corporate seal, in facsimile, to be hereunto affixed and to be attested by an Assistant Secretary.

Dated as of

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

By
Vice President.

Attest:

.....
Assistant Secretary.

2. The following form of Third Installment Sinking Fund Trust Certificate is added to the fourth Whereas clause of the Agreement, starting at page 8.

[Form of Third Installment Sinking Fund Trust Certificate]

No. RR.

\$.....

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

EQUIPMENT TRUST CERTIFICATES, SERIES R

Total Authorized Issue: \$75,000,000

Third Installment:

..% Third Installment Sinking Fund Certificate, due
November 15, 1996

HARRIS TRUST AND SAVINGS BANK, *Trustee*

Dividends Payable May 15 and November 15

THE HARRIS TRUST AND SAVINGS BANK, as Trustee (hereinafter called the Trustee) under an Equipment Trust Agreement, dated as of February 1, 1981, as amended, by and between the Trustee and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (hereinafter called the Company), hereby certifies that
.....or registered assigns, is entitled to an interest in the principal amount of Dollars in THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY EQUIPMENT TRUST, SERIES R, payable on the due date stated above, upon presentation and surrender of this Certificate to the undersigned at its principal office in the City of Chicago, State of Illinois, and to payment of dividends on said principal amount, semiannually on May 15 and November 15 in each year, at the rate per annum specified in the heading hereof from the date hereof until said due date, at said office of the undersigned, with interest at said dividend rate on any unpaid principal and on any unpaid dividends to the extent that it shall be legally enforceable, all in

such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, but payable only out of rentals or other monies received by the undersigned and applicable to such payment under the provisions of said Agreement.

This Certificate is one of the authorized issue of Trust Certificates in an aggregate principal amount of not less than \$26,250,000 and not more than \$75,000,000, issuable on one or more installments of Serial Certificates, Sinking Fund Certificates, Third Installment Serial Certificates or Third Installment Sinking Fund Certificates, all issued or to be issued under the Agreement. This Certificate is one of the Third Installment Sinking Fund Certificates.

The Agreement provides that certain railroad equipment leased to the Company (or, in lieu thereof, as provided in the Agreement, cash or certain obligations defined on said Agreement as "Government Securities") is to be held by the Trustee in trust for the benefit of the holders of the interests represented by the Trust Certificates issued thereunder. The total principal amount of Trust Certificates issued under the terms of the Agreement will not be more than 80% of the cost of the railroad equipment held in trust by the undersigned and leased to the Company as provided by the Agreement. Reference is made to the Agreement (a copy of which is on file with the undersigned at its principal office in the City of Chicago, State of Illinois) for a full statement of the rights and obligations of the Company, the duties and immunities of the undersigned and the rights of the registered holder hereof thereunder.

As a sinking fund for the Third Installment Sinking Fund Certificates, the Agreement provides for the payment by the Company to the Trustee, on or before November 15 in each year, commencing November 15, 1982, and continuing to and including November 15, 1995, of additional rental in an amount sufficient to redeem one fifteenth ($\frac{1}{15}$ th) of the aggregate principal amount of the Third Installment Sinking Fund Certificates issued under this Agreement. As more fully provided in the Agreement, the Third Installment Sinking

Fund Certificates are subject to redemption through the application of such additional rental on November 15, 1982, and on each November 15 thereafter to and including November 15, 1995, at 100% of the principal amount thereof, together with accrued and unpaid dividends to the date fixed for redemption. Notice of such redemption shall be given, as provided in the Agreement, not later than October 15 nor earlier than September 15 next preceding November 15 in each year in which the redemption is to be made. The Agreement further provides that the Company may, at its option, credit against such rental Third Installment Sinking Fund Certificates not theretofore credited or redeemed, such credit to be in an amount equal to 100% of the principal amount of such Third Installment Sinking Fund Certificates, plus accrued dividends thereon.

The Trust Certificates are only issuable as fully registered Certificates in denominations of \$1,000 and any integral multiple of \$1,000. The several denominations of fully registered Third Installment Sinking Fund Certificates bearing the same due date are interchangeable for a like aggregate principal amount of Third Installment Sinking Fund Certificate or Third Installment Sinking Fund Certificates upon presentation thereof at said office of the undersigned, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement.

This Certificate is transferable by the registered holder hereof, in person or by duly authorized attorney, on the books of the undersigned upon surrender hereof to the undersigned at its said office accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder hereof in person or by such attorney, in form satisfactory to the undersigned, and thereupon a new fully registered Third Installment Sinking Fund Certificate or Third Installment Sinking Fund Certificates in authorized denominations for the same aggregate principal amount and having the same rate of dividend and due date as this Certificate will be issued to the transferee in exchange herefor. The undersigned and the Company shall be entitled to treat the registered holder hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) the principal amount represented by this Certificate may be declared due and payable, as provided in the Agreement.

This Certificate shall not be deemed a promise to pay of the Trustee and shall not be valid unless manually signed by an Assistant Secretary of the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by the facsimile signature of one of its Vice Presidents and its corporate seal, in facsimile, to be hereunto affixed and to be attested by an Assistant Secretary.

Dated as of

HARRIS TRUST AND SAVINGS BANK,
as Trustee,

By
Vice President.

Attest:

.....
Assistant Secretary.

3. The definition of "*Trust Certificates*" in Article I is amended to read as follows:

Trust Certificates shall mean The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Certificates, Series R, issued hereunder, whether issued as Serial Certificates, Sinking Fund Certificates, Third Installment Serial Certificates or Third Installment Sinking Fund Certificates.

4. The definitions of "*Third Installment Serial Certificates*" and "*Third Installment Sinking Fund Certificates*" are included after the definition of "*Sinking Fund Certificates*" in Article I to read as follows:

Third Installment Serial Certificates shall mean Trust Certificates issued hereunder and for which the principal amount shall become due in 15 equal annual installments payable on November 15 in each year beginning November 15, 1982 and ending November 15, 1996.

Third Installment Sinking Fund Certificates shall mean Trust Certificates issued hereunder, maturing on November 15, 1996 and entitled to the benefits of the sinking fund provided for in Article V hereof.

5. The following is added to the end of the fourth paragraph of Section 2.2:

If issued as Third Installment Serial Certificates, the principal amount of the Trust Certificates shall become due in 15 equal annual installments payable on November 15 in each year beginning November 15, 1982, and ending November 15, 1996. If issued as Third Installment Sinking Fund Certificates, the principal amount of the Trust Certificates shall become due on November 15, 1996, subject to redemption through operation of a sinking fund as described in Article V hereof.

6. The last paragraph of Section 2.5 is amended to add the words "or Third Installment Sinking Fund Certificate" after the words "Sinking Fund Certificate" each place that they appear in that paragraph.

7. Section 3.7 is amended to add the words "Third Installment Serial Certificates" after the words "Serial Certificates" and also to add the words "Third Installment Sinking Fund Certificates" after the words "Sinking Fund Certificates".

8. The date in Section 4.1 is amended from "May 15, 1996," to "November 15, 1996," and the Lease of Trust Equipment thereby extended until November 15, 1996.

9. The following is added to the end of Section 4.4(B)(4) before the semicolon:

, and as a sinking fund for the Third Installment Sinking Fund Certificates, on or before November 15 in each year, commencing November 15, 1982, and continuing to and including November 15, 1995, an amount sufficient to redeem one-fifteenth (1/15th) of the aggregate principal amount of Third Installment Sinking Fund Certificates issued under this Agreement

10. The following is added to the end of the second paragraph of Section 4.4(B) :

The provisions of this paragraph shall equally apply to Third Installment Sinking Fund Certificates except that the dates of March 15, May 15, April 15 and May 15 shall be September 15, November 15, October 15 and November 15 respectively.

11. The word "latest" is inserted before the words "date of maturity of such Trust Certificates" in the second paragraph of Section 4.5.

12. The following is added to the end of Section 5.1:

If the Trust Certificates are issued as Third Installment Sinking Fund Certificates, the provisions of this Section 5.1 shall equally apply except that the date of May 15 shall be November 15 in each place that the former appears in this section.

13. The following is added to the end of the first paragraph of Section 5.2:

The provisions of this Section 5.2 shall equally apply to the selection of Third Installment Sinking Fund Certificates for redemption, except that the date of April 15 shall be October 15 in each place that the former appears in this paragraph.

14. The first sentence in the second paragraph of Section 5.2 is amended to read as follows:

The Trustee shall mail by first class mail, postage prepaid, not later than April 15 nor earlier than March 15 for redemption of Sinking Fund Certificates and not later than October 15 nor earlier than September 15 for redemption of Third Installment

Sinking Fund Certificates a notice to the holders of Sinking Fund Certificates or Third Installment Sinking Fund Certificates, as the case may be, so to be redeemed, in whole or in part, at their last addresses as they appear upon the registry books.

15. Section 5.2 and Section 5.3 are amended to add the words "or Third Installment Sinking Fund Certificates, as the case may be," after the words "Sinking Fund Certificates" each place that they appear in the second and third paragraphs of Section 5.2 and in Section 5.3.

16. The date of May 15, 1996, in Section 6.4 is amended to November 15, 1996.

Except as herein provided, the Agreement continues in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplement to be executed by their respective duly authorized officers and to have affixed hereto their duly attested corporate seals, as of the date first above written.

Attest:

THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY

..... *J. W. Hayes*
Assistant Secretary.

By *L. C. C.*
President.

Attest:

HARRIS TRUST AND SAVINGS BANK,
as Trustee

..... *C. Pette*
Assistant Secretary.

By *P. S. Mason*
Vice President.

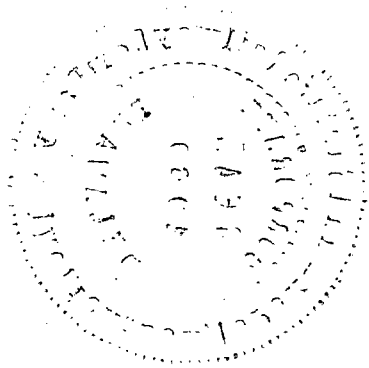
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 16th day of March 1982, before me personally appeared L. CENA, to me personally known, who being by me duly sworn, says that he is the President of The Atchison, Topeka and Santa Fe Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

L. H. Arreguin
Notary Public


My commission expires
FEBRUARY 2, 1985



STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 16th day of March 1982, before me personally appeared R. G. MASON, to me personally known, who being by me duly sworn, says that he is a Vice President of Harris Trust and Savings Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

..... 
Notary Public

My commission expires DECEMBER 2, 1985 .